

Harry N. Babcock
General Attorney

13859
RECORDATION NO. _____ Filed 1425

DEC 6 1982 - 1 45 PM

December 1, 1982

INTERSTATE COMMERCE COMMISSION



Law Department
Terminal Tower
P. O. Box 6419
Cleveland, Ohio 44101
216 623 2407

Registration - Lease - 50-foot Boxcars -
Between Chesapeake and Ohio Railway and
E. I. DuPont de Nemours & Co.

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

No. 2-3404-55
DEC 6 - 1982
Date.....
Fee \$..50.00
ICC Washington, D. C.

Dear Ms. Mergenovich:

Enclosed for filing and recording are three executed counter-
parts of a Lease of Railroad Equipment dated as of August 1, 1982,
by and between the Chesapeake and Ohio Railway Company and E. I.
DuPont de Nemours & Co., a corporation. The equipment covered by
the said lease consists of two (2), XM, fifty (50) ft. boxcars which
are to be selected from cars in C&O series 52600 through 52999 or
from cars in C&O series 26000 through 26999, and are to bear lessee's
identifying numbers DUPX 6405 and DUPX 6690. The equipment will be
lettered "DuPont" or some other appropriate manner.

None of the equipment from which the cars are to be selected
is covered by any outstanding financial agreement.

I also enclose a draft of the Chesapeake and Ohio Railway
Company in the amount of fifty dollars (\$50.00) representing the
required recording fee.

Please file one counterpart of the Lease of the Railroad
Equipment and return the other two counterparts to the undersigned.

Very truly yours,

Harry N. Babcock

HNB:mmm

cc: Mr. D. C. Sweeney - 312.

RECEIVED
DEC 6 1 36 PM '82
L.C.C.
FEE OPERATION BR.

Interstate Commerce Commission
Washington, D.C. 20423

12/6/82

OFFICE OF THE SECRETARY

Harry N. Babcock
General Attorney
Chessie System RR. Co.
Law Dept, Terminal Tower
P.O.Box 6419
Cleveland, Ohio 44101
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/6/82 at 1:45pm, and assigned re-recording number(s). 13859

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

Harry N. Babcock
General Attorney

RECORDATION NO. 13859

Filed 1425

DEC 10 1982 - 11 35 AM

INTERSTATE COMMERCE COMMISSION



Law Department
Terminal Tower
P. O. Box 6419
Cleveland, Ohio 44101
216 623 2407

December 7, 1982

Registration - Lease - 50-foot Boxcars -
Between Chesapeake and Ohio Railway Co. and
E. I. DuPont de Nemours & Co. -
Recorded under No. 13859, December 6, 1982

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. Mergenovich:

The address for E. I. DuPont de Nemours & Co. in the
above document should be:

E. I. DuPont de Nemours & Co.
1007 Market Street
Wilmington, Delaware 19898

The address for the Chesapeake and Ohio Railway Company
should be:

Chesapeake and Ohio Railway Company
P. O. Box 6419
Cleveland, Ohio 44101

Very truly yours,

Harry N. Babcock

HNB:mm



The Chessie System Railroads, a unit of CSX Corporation, are the Chesapeake and Ohio Railway,
Baltimore and Ohio Railroad, Western Maryland Railway and affiliated lines.

DEC 6 1982 1 45 PM

LEASE OF RAILROAD EQUIPMENT INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT OF LEASE, dated as of August 1, 1982, by and between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Virginia (hereinafter called C&O) and E. I. DU PONT DE NEMOURS AND COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called DU PONT):

WITNESSETH:

WHEREAS, C&O desires to lease two (2) XM, fifty (50) foot boxcars to be selected from either C&O Series 526000 through 526999 or from C&O Series 26000 through 26999, none of which are subject to or are under any financial agreement, to DU PONT and DU PONT desires to hire the same from C&O.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. The equipment, when delivered to and accepted by DU PONT for the purpose of this Lease, shall be stencilled with DU PONT markings and identifying numbers DUPX 6405 and DUPX 6690 and shall be plainly, distinctly, permanently and conspicuously marked in stencil on each side of each Unit, in letters not less than ten inches in height. If any Unit of the Equipment is found after delivery to be defective in material or workmanship or unfit for the purpose

for which it is leased hereunder, DU PONT shall have the right to reject and return such Unit at C&O's expense. C&O, however, shall not be obliged to make any substitutions for any units so returned by DU PONT.

2. The Term of this Lease with respect to each Unit shall commence on the date of its delivery to and acceptance by DU PONT under this lease, and shall continue for a period of six (6) months, and from month to month thereafter, subject to termination at the end of the six (6) month period, or, at the end of any calendar month thereafter, by either party giving to the other ten (10) days' written notice of intention so to do.

3. From and after the delivery of each Unit under this Lease, DU PONT will pay C&O as rental, per Unit for each day prior to return thereof as herein provided an amount equal to EIGHT DOLLARS AND FOUR CENTS (\$8.04) per Unit per day. Such rental shall cease to be payable with respect to any Unit suffering a Casualty Occurrence (as defined in Section 7 hereof) and on the day that DU PONT notifies C&O that any Unit requires repairs pursuant to Section 6 hereof, and is held awaiting disposition. C&O shall render monthly bills against DU PONT covering the aforesaid rental payments and DU PONT shall pay such bills within thirty (30) days after their receipt. It is understood and agreed the car rental is equivalent to Interstate Commerce Commission (ICC) time mileage charges normally

applicable to this series of C&O, XM fifty-foot cars and will be subject to any changes in ICC time mileage charges applicable to this series of cars. DU PONT agrees to pay C&O any increase in rent due to changes in I.C.C. time mileage charges.

4. At all times during the continuance of this Lease, DU PONT will cause all the Units to bear DU PONT identifying markings and the identifying numbers and legend referred to in Section 1 hereof, and shall cause such markings, numbers and legend to be maintained at all times.

5. Upon return of the Equipment to C&O, C&O shall restencil each Unit with its own identifying markings and numbers and DU PONT shall pay C&O the cost of said restenciling these C&O cars.

6. While the Equipment is in possession of DU PONT, C&O, acting in the capacity of owner, will be responsible for and chargeable with the cost of all repairs to the Equipment which are the owner's responsibility, and DU PONT and any other handling company, as the case may be, will be responsible for and chargeable with the cost of all repairs which are the handling line's responsibility. The basis for determining such responsibility and charging such repairs shall be in accordance with the Interchange Rules, Mechanical Division, Association of American Railroads (hereinafter called Interchange Rules), applicable to freight cars current

as of the date such repairs are performed. Responsibility for FRA inspection(s) and changes to Equipment occasioned by their regulations shall be for the account of the C&O.

7. In the event that (a) any Unit shall be or become worn out, lost, destroyed, or, in the opinion of DU PONT damaged or destroyed beyond economical repair, or obsolete; or (b) compliance with any law or rule would require the change or replacement or addition of any device or appliance, of or on any Unit, and, in the opinion of DU PONT, compliance therewith would be uneconomical (such occurrences being herein called Casualty Occurrences), then, in any such event, settlement shall be made in accordance with the Interchange Rules, applicable to freight cars.

8. Upon the termination of this Lease with respect to any Unit or Units, DU PONT shall with reasonable promptness cause such Units to be transported to such point or points on the lines of railroad owned or operated by C&O as may be mutually agreed upon and there surrender same to C&O, in as good order and repair as when delivered to DU PONT under this Lease, ordinary wear and tear excepted.

9. Without prior written consent of C&O, DU PONT shall not (a) assign, transfer, or encumber its leasehold interest under this Lease; or (b) loan, hypothecate, or otherwise transfer or dispose of any of the Equipment.

10. Promptly after the execution and delivery of this Lease, C&O shall at the expense of DU PONT cause this

Lease to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act. DU PONT will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will re-file, re-register, or re-record whenever required) any and all further instruments reasonably requested by C&O, for the purpose of proper protection, to the satisfaction of counsel for C&O of their interests in the Equipment, or for the purpose of carrying out the intention of this Lease. DU PONT will pay all costs, charges and expenses incident to the filing, re-filing, registering, re-registering, recording and re-recording of any such instruments or incident to the taking of any such action.

11. C&O covenants that DU PONT shall lawfully, peaceably and quietly hold, possess, and enjoy the Equipment covered by this Lease, without any let, hindrance, dispossession, or interference by C&O or anyone lawfully claiming by, through or under C&O, except pursuant to the provisions of this Lease.

Should any security holder, its successors or assigns, assert any claim as to the Equipment or any Unit leased hereunder by virtue of its rights as a holder of any security instrument, DU PONT, if in any way adversely affected thereby, may terminate this Lease.

12. This Lease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

13. The terms of this Lease and the rights and obligations of the parties hereto hereunder may not be changed or terminated orally but only by an agreement in writing signed by the party against whom enforcement of such change or termination is sought.

IN WITNESS WHEREOF, C&O and DU PONT have duly
executed this Lease of Railroad Equipment, as of the date
first above written.

(Corporate Seal)

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

ATTEST:

By

J. J. Anderson 11/18/12
Senior Vice-President

Francis J. Hursey
Corporate Secretary
(Corporate Seal)

E. I. DU PONT DE NEMOURS AND COMPANY

ATTEST:

By

John C. McMillan 10/1/82
Director - TRANSPORTATION & DISTRIBUTION DEPT.

R. W. Smith

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 4th day of November 1912 before me personally
appeared John S. Lanzetta to me personally known, who, being by
me duly sworn, says that he is Senior Vice-President of
THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals
affixed to the foregoing instrument is the corporate seal of
said corporation, that said instrument was signed and sealed
on behalf of said corporation by authority of its President
and Directors, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

(Notarial Seal)

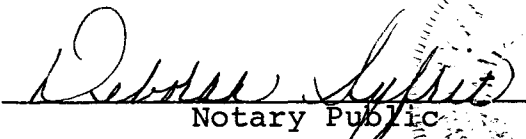
Harry N. Babcock
Notary Public

HARRY N. BABCOCK, Attorney
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration date
Section 147.03 R. C.

STATE OF DELAWARE)
) SS:
NEW CASTLE COUNTY)

On this 5th day of October, 1982, before
me personally appeared John C. Mc Millan to me personally
known, who, being by me duly sworn, says that he is
Sr. Supervisor of E. I. DU PONT DE NEMOURS AND COMPANY,
that one of the seals affixed to the foregoing instrument
is the corporate seal of said corporation, that said instrument
was signed and sealed on behalf of said corporation by author-
ity of its Board of Directors, and he acknowledges that the
execution of the foregoing instrument was the free act and
deed of said corporation.

(Notarial Seal)


Notary Public

